

## STANDARD PURCHASE ORDER

PURCHASE ORDER NO.: 201609-020

Purchase Order and Job Numbers must appear on all invoices,  
packing slips and shipments!

JOB NUMBER: 201609

JOB NAME: Southampton Rd Bridge

Rockingham Precast, Inc.  
P.O. Box 1347  
Harrisonburg, VA 22803  
PHONE: 540-433-8282 FAX: 540-442-1580  
Attention: Wm. Wade Robinson

SHIP TO: Southampton Rd Bridge  
Southampton Road  
Bel Air, MD 21014

THIS IS A COMPLETE PURCHASE. INVOICES FOR ADD-ONS WILL NOT BE ACCEPTED  
ALL ORDERS TO BE SHIPPED PREPAID F.O.B. DELIVERED TO JOBSITE

DATE ORDERED		DATE REQUIRED		ORDERED FROM		STATE SALES OR USE TAX	
4/23/2009		4/21/2009		Wm. Wade Robinson			
ITEM	ITEM DESC	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TAXABLE	EXTENSION
1.00	4008	6	EA	Prestressed Concrete Box Beams	\$23,813.88		\$142,883.28
2.00	4017	8	EA	Prestressed Concrete Slab Beams	\$4,652.77		\$37,222.16
							\$180,105.44

CONDITIONS:

## 1) SCOPE OF SUPPLY

A. SELLER agrees to furnish all material and all things necessary for the proper execution of this Purchase Order in such a manner as to strictly comply with the requirements of the Contract Documents (plans and specifications).

## 2) SCHEDULE OF DELIVERY

A. All prearranged deliveries to be scheduled by Chris McKew, Project Manager @ 301-674-9366 or a person designated by him. SELLER TO COORDINATE WITH PURCHASER AT THE PROJECT SITE FORTY-EIGHT (48) HOURS PRIOR TO DELIVERY OF ANY MATERIAL. Prearranged deliveries are accepted Monday through Friday between the hours of 7AM - 3PM.  
B. All unscheduled deliveries may be rejected, at no additional cost to PURCHASER.

C. All Materials and Equipment are to be assembled and shipped in largest pieces as coordinated with PURCHASER to minimize field handling and fabrication. ALL EQUIPMENT WILL BE SHIPPED ON FLATBED OR LOW BOY TYPE TRAILERS UNLESS OTHERWISE APPROVED BY PURCHASER.

D. Time is of the essence on this project.

E. SELLER shall designate one person to coordinate deliveries; cooperation and close coordination will be required.

F. SELLER will submit seven (7) sets of required shop drawings and seven (7) sets of technical data/catalog cuts/samples/mix designs/load times/fabrication/etc. within four (4) weeks of purchase order acceptance, for approval by the Engineer and Owner prior to manufacture or delivery of any items. This Purchase Order is contingent upon such approval; accordingly, any manufacture or delivery of items prior to Engineer, PURCHASER or Owner approval will be at SELLER'S sole risk. Any costs incurred by the PURCHASER made necessary by additional reviews of the ENGINEER after the first review of a particular submittal shall be reimbursed by the SELLER to the PURCHASER.

G. SELLER must advise PURCHASER of any structures with a weight over 10 tons before manufacturing the structure.

H. Sign and return purchase order within ten (10) business days of receipt.

## 3) CLARIFICATIONS, EXCLUSIONS, OR EXCEPTIONS

- Price includes waterproofing where indicated in project specifications.
- Price includes freight of beams to referenced project above (lifting and setting done by others).
- Inserts and weld plates cast in beams as shown in specifications are included in the price per unit, loose, non-embedded hardware.

EXHIBIT

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McKew 2  
3-6-12 RMDDEFENDANT'S  
EXHIBIT

C

Blumberg No. 5114

## TERMS AND CONDITIONS

1. Parties, American Infrastructure and/or its subsidiaries, and related and affiliated companies is identified as the Purchaser hereinafter. The Firm accepting and acknowledging by signature the terms and conditions is herein identified as the Seller.
2. Materials/Work. Seller shall furnish and deliver the required materials (or equipment or other work as needed) under this Purchase Order, which shall strictly conform to all project requirements, specifications and drawings, are fit for their intended use, and all materials, goods, work and equipment supplied shall be free from all defects or deficiencies. Seller shall deliver only such materials and equipment to which Seller has full and complete legal title. Purchaser has the right to reject at any time any materials or goods that are defective or in any way do not meet the project requirements.
3. Taxes. All Federal, State and Municipal taxes related to the materials or work supplied by Seller shall be paid by Seller unless mentioned otherwise herein.
4. Changes. No changes to this Purchase Order shall be made unless by formal written change order to this agreement signed by both parties. No compensation for extra materials furnished which are not included herein shall be payable unless it is authorized by Change Order acknowledged by signature of both Purchaser and Seller.
5. Contract Terms. This Purchase Order shall govern all of the terms and conditions between Seller and Purchaser. No alteration, modification or change to this purchase order shall be effective unless they are countersigned by a duly authorized representative of American Infrastructure and all other terms and conditions will remain effective. Purchaser rejects any terms in Seller's invoices or acknowledgments. There are no other oral terms or representations from Purchaser that are part of this Purchase Order. Seller acknowledges that it has had the opportunity to review fully the Contract between Purchaser and Owner and accompanying specifications and drawings, and to the extent that the said contract, specifications and drawings apply to or involve the materials to be supplied by Seller, Seller agrees to be bound by the terms and provisions of the said contract terms, specifications and drawings as though they were physically incorporated herein. Seller shall prepare and submit all submittals required.
6. No Liens. As a separate covenant, made in the consideration for this Purchase Order, Seller, on behalf of itself, upon payment for materials and equipment supplied agrees to and does hereby waive and relinquish the right to file or maintain any mechanics lien or claim against the buildings or grounds at which the aforesaid materials or work are to be supplied or delivered, including any extra materials or work. Seller shall indemnify and hold harmless Purchaser and Owner with respect to any such liens, including costs, attorneys' fees and expenses to remove such liens. At the completion of Seller's work, Seller shall furnish Purchaser a complete and acknowledged release of liens in a proper form in consideration of payment received. Seller further empowers Purchaser or any attorney or prothonotary of any court in any jurisdiction where Seller may have filed a lien claim, to appear for Seller and in Seller's name and to mark satisfied any mechanic's lien or claim filed by Seller or in Seller's name against the said buildings or grounds, for which this Purchase Order or any certified copy thereof will be good and sufficient warrant.
7. Default. The Purchaser will have the right to declare the Seller in default of this Purchase Order if:
  - a. The Seller has had appointed a receiver by any court of competent jurisdiction or the making by the Seller of an assignment for the benefit of creditors;
  - b. If at any time in Purchaser's sole opinion there are reasonable grounds that Seller may not or will not perform and Seller has not provided adequate assurances to the satisfaction of Purchaser;
  - c. If the financial or other condition(s) of Seller shall be such as to endanger its ability to perform hereunder, including the filing of voluntary or involuntary petition of bankruptcy;
  - d. The Seller fails to perform in accordance with any terms of the Purchase Order.

The acceptance of goods or performance after the occurrence of any of the above events shall not affect the right of Purchaser to declare Seller in default. In the event of Seller's default, including the failure to perform any of its Purchase Order obligations, and to mitigate delay or hindrance to the work of Purchaser or other parties with an interest on the project, if after three days notice the Seller fails to completely correct the default, Purchaser may, without prejudice to any other right or remedy: (a) furnish or secure elsewhere the necessary materials or work to remedy the situation at the expense of the Seller; or (b) declare this Purchase Order terminated for default and purchase Seller's incomplete or defective portion of the materials or work from others. In any case of default or failure to perform by Seller, the Seller shall be liable to the Purchaser for any losses, damages, loss of profits, consequential damages and all other costs, including attorneys' fees and other professional fees.
8. Cancellation or Suspension for Convenience. The Purchaser may cancel or suspend this Purchase Order in whole or in part at any time for any cause for its convenience, and will reimburse the Seller only for his reasonable and necessary expenses incurred directly incident to this order to the date of cancellation or suspension as required under the terms of the Purchase Order, but in no event shall Purchaser be liable for any loss of profits, consequential damages, delay, disruption, interference damages or any other costs on the Purchase Order or portion thereof so canceled or suspended.
9. Payment. Payment by Purchaser to Seller for materials delivered and approved by architect and/or owner's agent will be made in accordance to this Purchase Order but only upon and if Purchaser receives payment from Owner for materials delivered. Payment from the Owner to Purchaser is an express condition precedent to Purchaser's obligation for payment to Seller. Seller waives all claims for late payment, consequential damages, lost profits and loss of business against Purchaser. Seller waives any rights or claims it may have against Purchaser with respect to any act, statute or regulation regarding a prompt payment of amounts due under this Purchase Order, or any other contract or purchase order.
10. Time. Time is of the essence. The materials and work shall be delivered as per the terms of the Purchase Order, and in any event in such manner and time that Purchaser and other parties employed on this project will not be hindered or delayed by Seller. Seller will proceed promptly and timely complete all work. Seller shall be liable for all costs and damages resulting from any delay or breach in performance, including consequential damages, lost profits, and attorneys' fees. In the event Purchaser can not accept delivery as scheduled, Purchaser will not be responsible or liable to Seller for any costs or expenses (including storage or restocking charges) as a result of any delay. No allowance for an extension of time, for any cause whatever, shall be claimed by the Seller unless the Seller shall have provided written notice to the Purchaser of the event within twenty-four (24) hours after the cause for such extension. Failure to provide timely notice is a waiver of all claims. No allowance for an extension of time shall be made or granted for any delay for which the Seller (or its supplier(s) or subcontractor(s)) is responsible in whole or in part or when the Seller by the exercise of reasonable diligence or proper business judgment could have anticipated and avoided the delay in whole or in part. Under no circumstances shall Seller be entitled to an increase in the purchase price for any event or delay or disruption, whether or not a schedule extension is granted.
11. No Assignment. This Purchase Order shall not be assigned by Seller without Purchaser's express written approval.
12. Setoffs. The Purchaser may deduct from any amounts due or to become due to the Seller, any sum or sums owed by the Seller to the Purchaser, whether owed on this Purchase Order or any other contract or purchase order. Purchaser shall have the right to retain out of any payments due or to become due to the Seller an amount sufficient to completely protect the Purchaser and Owner from any costs, expenses or damage resulting from any default or breach of this Purchase Order or any other contract, debt, demand or contract.
13. Indemnification. Seller shall indemnify and hold harmless Purchaser, its affiliated companies, and all of their officers, agents and employees, from any claim, loss, damage, liability or expense, including attorneys' fees, on account of damage to property, injuries (including death) to any person, including Purchaser's employees, environmental damage; alleged or actual infringement of any patent rights by reason of the sale or use of any materials, equipment, device, design or apparatus furnished by Seller and any economic losses, fine or penalties, arising or in any manner growing out of in whole or in part the performance of any work or the supply of any materials hereunder, whether discovered before or after completion of the work. Seller's indemnification and hold harmless shall apply whether or not the claimed damages or loss results in whole or in part from any act or omission of any party indemnified hereunder. This indemnification obligation is not limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Purchaser or Seller under workman's compensation acts, disability benefits acts or other employee benefits acts.
14. Insurance. During the performance of any work hereunder, Seller and all of his subcontractors shall maintain Public Liability and Property Damage Insurance, all including a Contractual Liability Endorsement in favor of Purchaser. Seller shall at all times be an independent contractor and shall at all times affect and shall maintain Workman's Compensation Insurance. All such insurance shall be with companies and in amounts satisfactory to Purchaser at all times and Seller shall, before the performance of any work required hereunder, furnish Purchaser with satisfactory evidence of such insurance. Seller agrees to waive any claims for subrogation against Purchaser for matters covered by any insurance.
15. Inspection. Purchaser shall have the right to inspect the items covered by this order and Seller's plant at Purchaser's expense during manufacture or before shipment, but no such inspection shall relieve Seller from strict compliance with the terms of this order. Purchaser shall be supplied with unpriced copies of orders to Seller's suppliers and may expedite such suppliers without in any way relieving Seller of its responsibilities hereunder.
16. Warranty. Seller warrants that the items furnished under this order shall be new and unused, shall be free from defects in title, design (other than design provided by Purchaser), material and workmanship and shall comply with all of the requirements of this order for a period of at least twelve (12) months from the date of operational start-up of the items furnished hereunder or shall comply with the warranty period as set forth in the Contract Documents, whichever is longer. Seller agrees to repair or replace, i.e., site of installation, free of charge for materials or labor, including labor required to remove and reinstall items, any items or parts thereof, which prove to be in any way defective or otherwise fail to comply with the requirements hereunder; provided, however, that this warranty shall not extend to damage to such items attributable to causes beyond the control of Seller after delivery. In addition to any applicable damages sustained by Purchaser due to a breach of this warranty, Seller agrees to fulfill this warranty by supplying work or materials at the site of installation, as necessary, or by reimbursing Purchaser for corrective work performed by Purchaser, at Purchaser's election.
17. Compliance with Law. Seller warrants that no Federal, State or Local law or regulation shall be violated in the performance of this order, including but not limited to those applicable to safety and health and equal employment opportunity, and that all items furnished conform in all respects to all such laws and regulations. Seller shall obtain and pay for all permits, licenses, tests and inspections necessary to the performance of this work.
18. Dispute Resolution. Any dispute between the Purchaser and Seller shall be decided by litigation or arbitration at Purchaser's sole discretion and choice. If arbitration is selected by the Purchaser, then Seller agrees to consolidation of the arbitration with any other arbitration pending, filed or to be filed related to the project. If arbitration is selected by the Purchaser, it shall be under the Construction Industry Rules of the American Arbitration Association or such other rules selected by the Purchaser. The venue for the dispute resolution shall be at a location selected by the Purchaser.

and accessories such as bearing pads, loose rebar, PT-rods and utility hanger hardware, etc. are not included.

d. Tax has not been included in the above pricing.

#### 4) TERMS OF PAYMENT

A. Net 45 days

B. Please remit all invoices to the following address:

American Infrastructure-MD, Inc.

P.O. Box 1310

Worcester, PA 19490

All invoices MUST include Purchase Order#.

C. Please send a copy of the invoice to the job site.

#### 5) GENERAL ISSUES

A. SELLER and its representatives (including truck drivers) will be required to follow all of PURCHASER'S Safety and OSHA Regulations while on our jobsites and must also follow PURCHASER'S dress code, which includes, work boots, long pants, shirt, safety glasses and hardhat.

B. SELLER will provide all applicable warranties if required by the Contract Documents.

Having been notified of a defect, SELLER will, at its own expense, commence to adjust, modify, or make corrections to meet its warranties, or to do anything else that may be required to correct deficiencies, with all due diligence and so as to minimize any down time of PURCHASER.

C. All quantities are approximate and not guaranteed.

D. The above prices are firm for the duration of the job.

E. AI employment policy is to make no distinctions in treatment, hiring, or advancement of applicants or employees on the basis of race, religion, color, sex, age, national origin, handicap status, sexual orientation, Vietnam era or disabled veterans status, or on any other basis prohibited by law.

#### 6) SHIPPING INFORMATION

A. Delivery of all materials will be FOB Jobsite, Freight Allowed.

B. SELLER will provide MSDS sheets or other hazard communication information with all materials shipped to the project site.

#### 7) OPTIONS OR ALTERNATES

CONFIRMING ORDER - DO NOT DUPLICATE

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND BY ACCEPTING THIS ORDER IN ANY MANNER, SELLER AGREES TO BE BOUND HEREBY.

ACCEPTED		AMERICAN INFRASTRUCTURE- MARYLAND, INC.	
DATE:		SIGNATURE:	
SIGNATURE:		SIGNATURE:	BRAD BUCHLER, Purchasing Manager
TITLE:			